BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

BID ENQUIRY NO:

BESCOM/2025-26/IND0110

Instruction To Bidders (ITB)

FOR

Procurement of Rabbit ACSR Conductor – Davanagere Circle.

BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

VOLUME-I

SECTION – ITB

INSTRUCTION TO BIDDERS

A. INTRODUCTION

The Chief General Manager (Ele.), Procurement, Corporate Office, II Floor, K.R. Circle, Bengaluru-560001 on behalf of Bangalore Electricity Supply Company Limited, invites tender for **Supply of Rabbit ACSR Conductor - Davanagere Circle, through Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in/)**

1. Enquiry No.	BESCOM/2025-26/IND0110
2. Material	For supply of Rabbit ACSR Conductor
3. Quantity	**4500 Kms.**
4.Amount put to tender as per SR 2023-24.	**Rs.25.68 crores**
5. Tender System	Two Tender Document System
6. Date of availability of Bids	**18.06.2025 onwards**
7. Due date for submission of Bids	**18.07.2025, 17:00 Hours**
8. a) Date of opening of Techno-commercial bid b) Date of opening of Price Bid	a) **19.07.2025 17:15 Hrs** b) Will be opened in Karnataka Public Procurement Portal after completion of techno commercial evaluation.
9. Tender processing fee	Refer KPP Portal https://kppp.karnataka.gov.in
10. Earnest Money Deposit	Refer EMD Clause in the tender Documents
11. Schedule of requirements	The delivery schedule is as per schedule-V and will be intimated in the purchase order also and the successful Bidder shall adhere to the delivery schedule of the Purchase Order.
12. General Terms and Conditions	Enclosed herewith
13. Technical Specifications & Drawing	Enclosed herewith
14. Price Bid	The Bidder shall quote **Unit computed FORD price** on the KPP portal in the option of **''item wise bid commercial offer**'' and also furnish the break up of prices in "Edit Break up of price quoted" option. The break

	up of prices should contain Ex-works price, tax structure as applicable like Ex-works, CGST, SGST/IGST, F&I on KPP portal.

To enable wider dispersal of enterprises particularly in rural areas, the Government Departments and State owned PSUs shall procure 358 items from the Micro and Small Enterprises*, which have been reserved for exclusive purchase from among them as per Ministry of MSME, GoI order S.O 581 (E) dt:23.3.2012" or as revised by Ministry of MSME from time to time subject to the following conditions, namely:-*

An enterprise shall be registered with the Director of Industries and Commerce, Government of Karnataka as a Micro and Small Enterprises, under Micro Small and Medium Enterprises Development Act, 2006 (Central Act 27 of 2006);

Rabbit ACSR conductor comes under this 358 items and hence the tender is invited for Micro and Small Enterprises.

1.0 **Scope:**

The Scope of the contract will include the following:

a) Supply of Rabbit ACSR Conductor, as per tender Technical Specifications and drawings (Design, Manufacture and testing at Manufacturer end).
b) Conducting of Reliability tests, performance and guarantee tests at manufacturer premises.
c) Packing, preservation, transportation from the manufacturer's works to the consignee stores.
d) Delivery including loading & unloading of materials at Consignee Stores.

2.0 **Issue of Tender documents.**

Bidders can download the tender documents from Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in) **from 18.06.2025.**

Submission of tender documents.

All the Tender Documents shall be uploaded through Karnataka Public Procurement Portal on or before **18.07.2025, 17:00 Hrs.**

Opening of Technical bid:

The Technical bids will be opened on **19.07.2025, 17:15 Hrs** in the Karnataka Public Procurement Portal. Price bids of Techno-Commercially responsive firms will be opened after completion of Techno-Commercial evaluation.

3.0 The interested Bidders may obtain further information from the office of the **Chief General Manager (Ele.), Procurement, 2nd floor, 2nd Block,**

Corporate Office, BESCOM, K.R. Circle, Bengaluru - 560 001. Issues on which clarifications are sought by the Prospective Bidders shall be submitted in writing to the **Chief General Manager, (Ele.,) Procurement**, 2nd Floor, 2nd Block, Corporate Office, BESCOM, K.R. Circle, Bengaluru - 560 001 on or before **27.06.2025 11:00 Hrs**. **Letters seeking clarifications received subsequent to THE ABOVE date and time will not be entertained.** Interested Bidders may also submit online queries through the KPP portal **ON OR BEFORE 27.06.2025 @ 11:00 Hrs**.

The Pre bid meeting is convened on 27.06.2025 @ 11.30 AM at O/o Chief General Manager (Ele.), Procurement, 2nd Floor, 2nd Block, Corporate office, BESCOM, K. R Circle, Bengaluru-560 001. Aspirant Bidders may attend the meeting for any clarification.

4.0 **General Conditions:**

a. Notwithstanding the above, if it is found that the performance vis-s-vis the Purchase Orders placed on the Bidder by ESCOMs is either behind schedule or not satisfactory, BESCOM will be at liberty to disqualify the Bidder and reject its bid at any stage of processing the bid.

b. Even though the Bidders meet the required qualifying criteria, as per their statements they are subject to be disqualified if they have,

- Made misleading or false representations in statements and attachments uploaded as proof of the qualification requirement and/or.
- Record of poor performance such as poor quality of product, not properly completing the contract, inordinate delays in supply completion, or financial failures etc.,
- Participated in the previous Tender for the same materials and had quoted unreasonably high tender prices and could not furnish rational justification/ have not completed the order after obtaining the order.

c. In the event of the information furnished by the Bidder found to be false at any stage of tendering, BESCOM at its discretion may take action against such Bidders and may forfeit the bid security and disqualify the offer of such Bidder and blacklist the firm.

d. In the event of the information furnished by the Bidder is found to be false during the execution stage, then BESCOM is at its liberty to cancel the Purchase Order other than forfeiting the Security Deposit against the Purchase Order and may blacklist the firm and recover the losses and levy liquidated damages.
e. The Bidders shall offer full quantity of the tendered material. Tenders with offered quantities less than the tendered quantity will be liable for rejection.
f. The offers shall be in General conformity with the specifications. Any Technical/Commercial Deviations from the specifications shall be clearly brought out in the techno commercial of the offer.
g. Quantities noted above are provisional. As per the provisions of KTPP Act, the tender accepting authority is ordinarily permitted to vary the finally ordered quantity, only to the extent of twenty-five percent either way of the requirement.
h. BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.
i. Conditional offers are liable for rejection.
j. BESCOM will not be responsible for not getting internet connection while downloading the Electronic Bid sheets/documents or while uploading their offers.
k. The tender not submitted through the KPP portal and also non-submission of EMD is liable to be rejected.
l. Any bid submitted in response to the tender shall confirm absolutely to the tender specifications and other conditions. Any deviation whatsoever wherever mentioned will make the bid liable for rejection.
m. **The Bidder shall upload the GTP under other documents section**. The GTP of the Bidder shall be according to the specifications. BESCOM reserves the right to disqualify the bid, in case the submitted GTP is not in accordance to BESCOM standards.
n. BESCOM reserves the right to disqualify the bid if the deviation mentioned by the Bidder is not acceptable to BESCOM.

o. **BESCOM** reserves the right to call for the originals of documents uploaded as a proof of pre-qualifying requirements, of the successful L1 Bidder, for the purpose of verification before awarding the contract.

p. The Bidder shall have to be an entity registered in India in accordance with law.

q. The Bidder shall follow Indian laws regulations and standards.

r. All disputes shall be settled as per applicable Indian laws and shall be instituted in Bengaluru only.

s. In the event of the order, randomly selected samples from any one of the lot supplied to the store by the supplier may be type tested as per the relevant IEC/IS at CPRI/ERDA at firm's cost at the discretion of BESCOM.

5.0 QUALIFYING REQUIREMENTS

Sl. No	Qualifying Requirements	Documentary evidence to be furnished by the Bidder
Technical Criteria:		
1	The Bidder should be in existence as any of the following: a) Company incorporated in India under the Companies Act, 1956/2013 including any amendment thereto; b) LLP incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto; c) Partnership Firm under Partnership Act, 1932 in India; d) Sole Proprietorship Concern	**a)** i. Certificate of Incorporation issued by Registrar of Companies as per Companies Act 1956/2013 along with Memorandum of Association and Articles of Association of the Company. ii. Declaration from Directors of the Company in MBP-1 Form stating that they are not disqualified to be a Director of the Company along with the list of Companies in which they are Directors as on the date of inviting tender (s). **b)** i. Certification of Incorporation issued by Registrar of Companies as per LLP Act 2008. ii. Limited Liability Partnership Agreement of LLP. **c)** i. Partnership Deed, GST Registration certificate. ii. Shops & Establishment Registration certificate, as

Sl. No	Qualifying Requirements	Documentary evidence to be furnished by the Bidder
		applicable. **d)** PAN/GST Registration certificate.
2	The Bidder shall be a Manufacturer / Authorized Dealer / Distributor of ACSR conductor.	1. In case the Bidder is a Manufacturer, valid registration certificate issued by the Director of Industries & Commerce, Govt. of Karnataka as a Micro & Small Enterprises (MSE) for Manufacture of ACSR Conductor shall be uploaded. 2. In case of Authorized Dealer/Distributor: a. Manufacturing license of Original Manufacturer with whom the Dealer/Distributor get the materials. b. Valid authorization letter from the Original Manufacturer assuring full guarantee/warranty as per the tender conditions, from the manufacturer shall be uploaded (**Annexure-I**).
3	The Bidder should have a minimum of 3 years works experience in Manufacturing/ Supplying/Distribution of ACSR Rabbit conductor as on date of bid submission.	Scanned copy of Purchase order/Order completion certificate issued by Electricity Distribution companies or Government Electrical Utilities/PSUs, demonstrating experience of 3 years shall be uploaded.
4	**1. In case of Original Manufacturer:** The Bidder should have manufactured, tested and supplied not less than 40% of the tendered quantity of ACSR Rabbit Conductor in any one of the last 2 years i.e., 2023-24 & 2024-25 to any Electricity Distribution Companies or Govt. Electrical Utilities/PSUs.	**1. In case of Original Manufacturer:** Scanned copies of Order completion certificates **(in the name of Original Manufacturer)** issued by an officer not below the rank of Executive Engineer or equivalent officer of the concerned Electricity Distribution companies or Government Electrical Utilities/PSUs shall be uploaded.

Sl. No	Qualifying Requirements	Documentary evidence to be furnished by the Bidder
	2. In case of Authorized Dealer / Distributor **a.** The **Original Manufacturer** should have manufactured, tested and supplied at least 40% of the tendered quantity of ACSR Rabbit Conductor in any one of the preceding 2 years i.e., 2023-24 & 2024-25 to Electricity Distribution companies or Government Electrical Utilities/PSUs. **and** **b.** The **Authorized Dealer / Distributor** should have supplied at least 30% of the tendered quantity of ACSR Rabbit Conductor in any one of the preceding 3 years i.e., 2022-23, 2023-24 & 2024-25 to Electricity Distribution companies or Government Electrical Utilities/PSUs.	**2. In case of Authorized Dealer / Distributor** **a.** Scanned copies of Order completion certificates **(in the name of Original Manufacturer)** issued by an officer not below the rank of Executive Engineer or equivalent officer of the concerned Electricity Distribution companies or Government Electrical Utilities/PSUs shall be uploaded. **and** **b.** Scanned copies of Order completion certificates **(in the name of Authorized Dealer / Distributor)** issued by an officer not below the rank of Executive Engineer or equivalent officer of the concerned Electricity Distribution companies or Government Electrical Utilities/PSUs shall be uploaded.
5	**1. In case of Original Manufacturer:** The Bidder shall have performance certificate issued by any Electricity Distribution Companies or Govt. Electrical Utilities/PSUs for having satisfactory operation for at least one year as on the date of bid submission for minimum of 40% of tendered quantity of ACSR Rabbit Conductor. 2. **In case of Authorized Dealer / Distributor** a. **The Original Manufacturer** should have performance certificate issued by any Electricity Distribution Companies or Govt. Electrical	**1. In case of Original Manufacturer:** Scanned copies of the performance certificates **(in the name of Original Manufacturer)** issued by an officer not below the rank of Executive Engineer or equivalent officer of the concerned Electricity Distribution companies or Government Electrical Utilities/PSUs shall be uploaded. 2. **In case of Authorized Dealer / Distributor** **a.** Scanned copies of performance certificates **(in the name of Original Manufacturer)** issued by an officer not below the rank of Executive Engineer or equivalent officer of the concerned Electricity Distribution

Sl. No	Qualifying Requirements	Documentary evidence to be furnished by the Bidder
	Utilities/PSUs for having satisfactory operation for at least one year as on the date of bid submission for minimum of 40% of tendered quantity of ACSR Rabbit Conductor. **and** **b.** The **Authorized Dealer / Distributor** should have performance certificate issued by any Electricity Distribution Companies or Govt. Electrical Utilities/PSUs for having satisfactory operation for at least one year as on the date of bid submission for minimum of 30% of tendered quantity of ACSR Rabbit Conductor.	companies or Government Electrical Utilities/PSUs shall be uploaded. **and** **b.** Scanned copies of performance certificates **(in the name of Authorized Dealer / Distributor)** issued by an officer not below the rank of Executive Engineer or equivalent officer of the concerned Electricity Distribution companies or Government Electrical Utilities/PSUs shall be uploaded.
6	The Bidder should have valid Bureau of Indian Standard Certification.	Valid BIS certificates shall be uploaded. **Note:** In case of authorized dealer/distributor, BIS certificate of Original Manufacturer shall be uploaded.
7	The Bidder shall upload valid type test certificates for having conducted all the type tests mentioned in the relevant IS/technical specification on **ACSR Rabbit Conductor** at CPRI/ERDA & such type test certificates shall not be older than five years as on the last date of bid submission.	Valid type test certificates from CPRI/ERDA shall be uploaded. **Note:** In case of Authorized Dealer/Distributor, type test certificates of Original Manufacturer shall be uploaded.
Financial Criteria:		
8	The Average Annual Financial Turnover of the Bidder shall not be less than the 50% of the Amount Put to Tender (Rs.17.125 crs) during the preceding 2 financial years i.e., 2022-23 and 2023-24.	Certified copies of audited financial statements such as P&L statement, Balance sheets for the required FYs shall be uploaded.
9	The Liquid Assets as on 31.05.2025 or at a later date	The cash at Bank, Bank Deposits and availability of fund based credit

Sl. No	Qualifying Requirements	Documentary evidence to be furnished by the Bidder
	before submission of the bid consisting of Cash at Bank + Term Deposits + availability of fund based credit facilities in any Nationalized/scheduled Bank shall not be less than 25% of the amount put to tender (Rs.8.563 crores).	facilities shall be supported by a certificate issued by Nationalized/ Scheduled Bank shall be uploaded. If the Bidder has banking with more than one Bank, then the available balance liquid assets mentioned above on a particular date i.e., 31.05.2025 or any date before submission of tender shall be the same date and time for all the banks. In case of Fund Based credit facility, the certificate issued by Nationalized/ Scheduled Bank duly mentioning sanctioned limits, funds utilized so far and balance available as on 31.05.2025 or at a later date, before submission of the bid shall be uploaded. **The certificate shall be submitted in the format as per Annexure-II**
General Criteria:		
10	The Bidder should not be under default/ debarred/ blacklisted by any Electricity Distribution Companies or Govt. Electrical Utilities/ PSUs, as on the date of bid submission.	Scanned copy of the self-declaration on notarized stamp paper of Rs.500/- by the Bidder adhering to this clause shall be uploaded. **The self-declaration shall clearly indicate the tender enquiry number and date on which declaration is done.**
11	**Litigation History:** The Bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years, a consistent history of awards involving litigation against the Bidder or any partner may result in rejection of Bid.	Scanned copy of the self-declaration on notarized stamp paper of Rs.500/- shall be uploaded. **The self-declaration shall clearly indicate the tender enquiry number and date on which declaration is done.**

Sl. No	Qualifying Requirements	Documentary evidence to be furnished by the Bidder
12	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. (As per Government Order No. FD 455 Exp-12/2020 dated 25.08.2020.)	Scanned copy of Self-declaration on notarized stamp paper of Rs.500/- shall be uploaded regarding Boarder sharing or not. If the Bidder is from a country which shares a land with India, Registration certificate issued by the competent authority shall be uploaded. **The self-declaration shall clearly indicate the tender enquiry number and date on which declaration is done.**
13	A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: ***I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India. I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)***	Scanned copy of the self-declaration in the prescribed format (Annexure-III) on notarized stamp paper of Rs.500/- shall be uploaded. **The self-declaration shall clearly indicate the tender enquiry number and date on which declaration is done.**

Note: 1. ***The self-declaration for QR 10, 11, 12 & 13 may be provided on a single notarized stamp paper of Rs.500/-***

2. If the Bidder participates for more than one enquiry of Tenders invited for procurement of Rabbit conductor, then the Bidder shall fulfil the Technical QR (4) & QR (5) and Financial requirements QR (8) & (9) cumulatively for all the enquiries participated. If the Bidder does not meet the cumulative

Technical & Financial Requirement of all the enquiries participated, then the offer of the Bidder shall be considered to the extent of enquiries the Bidder fulfils the cumulatively both Technical and Financial qualifying requirements.

3. ***The cumulative clauses apply*** to the following Enquiry Nos:

Sl.No	***Enquiry Nos.***	***Sl.No***	***Enquiry Nos.***
1	BESCOM/2025-26/IND0108	2	BESCOM/2025-26/IND0109
3	BESCOM/2025-26/IND0110	4	BESCOM/2025-26/IND0111

4. ***<u>Limitation of Award:</u> In case the Bidder fulfils the Qualifying Requirements in each of the enquiry participated individually and also meets the cumulative Technical and Financial requirements, then the price bids of such Bidders shall be opened reckoning from the highest amount put to tender and consideration of Bidder for awarding will be at the discretion of the BESCOM.***

5. ***The successful L1 Bidders of all enquiries, shall match to the lowest price quoted among the enquiries mentioned above.***

No Deviation whatsoever, in the following conditions of the bidding documents is permitted.

i. Validity of offer.
ii. Stipulated Delivery Schedule.
iii. EMD.
iv. Payment terms.
v. Price Basis.
vi. Guarantee.
vii. Change in offered quantity vis-à-vis the tendered quantity.
viii. Security Deposit.
ix. Penalty for delay.

Bidders are advised that while making bid proposals and quoting prices these conditions may appropriately be taken into consideration. Bids with deviations on the above are liable to be disqualified.

6.0 **Two Tender Document System**

Tender should be in two parts namely Part-I: Techno commercial Bid containing full technical particulars and commercial terms and conditions. Part-II: Price Bid containing prices.

a. **Part-I: TECHNICAL BID: The technical documents shall be uploaded in KPP portal.**

The necessary documentary evidence in respect of qualifying requirements shall be uploaded by the Bidder in the form of electronic/scanned copies in the KPP portal.

b. **Part II: PRICE PROPOSALS:**

The Bidder shall furnish **Unit computed FORD price inclusive of all applicable taxes and duties** in the Karnataka Public Procurement portal in the option of **''item wise bid commercial offer''** and also furnish the break up of prices in **"Edit Break up of price quoted" option**. The break up of prices should contain Ex-works price, tax structure as applicable like CGST, SGST/IGST, F&I and etc., in KPP portal.

7.0 **COST OF BIDDING**

The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations etc, and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

8.0 **CONTENTS OF BIDDING DOCUMENT**

The Bidding Document is a compilation of the following Sections:

9.0

Section-I	**IFB**-Invitation For Bids
Section-II	**ITB**-Instructions To Bidders
Section-III	**GCC**-General Terms and Conditions of Contract
Section-IV	**SCC-** Special Conditions of Contract
Section- V	Schedule of Requirements
Section- VI	Technical Specifications
Section- VII	Techno-Commercial sheets

UNDERSTANDING OF BID DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the bid

document or submission of a bid not substantially responsive to the bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

10.0 CLARIFICATIONS ON BID DOCUMENTS

10.1 If the prospective Bidder finds discrepancies or omissions, in any terms/conditions and documents or if the bidder is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to the owner.

10.2 A prospective Bidder requiring any interpretation/clarification of Bid Documents may notify the Owner in writing or through KPP Portal within the date notified in the KPP Portal as well as Bidding documents. The Clarifications to the queries will be issued in the KPP Portal to any request which is received not later than the date indicated in the Bid document and the KPP portal, if found necessary.

10.3 Issues on which clarifications are sought by the Prospective Bidders shall be submitted in writing to THE CHIEF GENERAL MANAGER (Ele), PROCUREMENT, 2nd FLOOR, 2ND BLOCK, CORPORATE OFFICE, BENGALURU ELECTRICITY SUPPLY COMPANY LIMITED (BESCOM), K.R. CIRCLE, BENGALURU-560 001 on or before the date and time as mentioned in the KPP platform/ Bid Document.

10.4 Requests for clarifications received subsequent to the mentioned date will not be entertained.

10.5 Verbal clarification and information given by BESCOM or its employee(s) or its representative(s) shall not in any way be binding on the BESCOM.

11.0 AMENDMENT TO BIDDING DOCUMENT

11.1 BESCOM reserves the right to issue amendments or clarifications to the specifications and documents giving reasonable time prior to the bid opening for any reason whether at its own initiative or in response to interpretations/clarifications requested by prospective bidder. Such

amendments or clarifications shall be given due consideration by the bidders while they submit their bids and the bidders shall invariably upload such documents there on as a part of their bids. All such amendments, clarifications etc., shall be published in Karnataka Public Procurement portal against the tender. BESCOM shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

11.2 In order to provide prospective Bidders reasonable time to take the amendment into account in preparing their bids, BESCOM may, at its discretion, extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

12.0 LANGUAGE OF BID

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder shall be in the English language. Supporting documents and any printed literature furnished by the Bidder may be in another language, provided they are accompanied by an English translation of the relevant passages in the English language in which case, for purposes of interpretation of the bid, the English translation shall govern.

13.0 DOCUMENTS COMPRISING THE BID

a. The Bidder shall submit the Electronic Bid sheets inclusive of Price bid (Prices shall be quoted in Karnataka Public Procurement portal only) Technical Data Requirements etc., furnished in the bidding documents, indicating, for the services to be rendered, quantity and prices. The Tender should be uploaded in the Karnataka Public Procurement Portal under a Two Tender document system comprising of Technical Bid and Price Bid.

b. The Bidder shall also upload documentary evidence in the KPP portal to establish that the Bidder meets the Qualification Requirements as detailed above and accompanying Special Conditions of Contract if any.

c. SSI Certificate shall be uploaded with the Techno Commercial Bid if applicable.

d. The EMD shall be paid in accordance with the EMD clause of this section.

14.0 EARNEST MONEY DEPOSIT (BID GUARANTEE):

14.1 The Bidders shall pay **EMD of Rs. 25,69,000.00** through any of the e-payment modes mentioned, in the KPP Portal. For payment of EMD through KPP Portal, please refer clause 15.0.

14.2 EMD amount indicated above is exempted for Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme. A relevant document shall be uploaded. If the validity of the NSIC certificate uploaded is expired, then such expired certificate will not be considered for EMD exemption and further tender process.

14.3 In case of payment of EMD amount, complete EMD amount of **Rs. 25,69,000.00** shall be paid in KPP portal by any of the modes specified in the Karnataka Public Procurement Portal.

OR

The bidder shall pay **Rs. 10,00,000.00** in KPP Portal by any of the modes specified in the Karnataka Public Procurement Portal and remaining amount of **Rs. 15,69,000.00** shall be deposited in the form of Bank Guarantee/e-BG. The Bank Guarantee/e-BG should be submitted in the format provided, issued by a Scheduled Bank or Nationalized Bank in India and drawn in favour of Chief General Manager (Ele.), Procurement, BESCOM. Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

14.4 The Bidder shall upload the scan copy of the Bank Guarantee/e-BG towards EMD in the slot provided for BG in KPP portal failing which the offer will be rejected in the KPP portal. **The Bidder shall ensure that the Bank Guarantee towards EMD shall be sent in original to the Chief General Manager (Ele.,), Procurement, 2nd Floor, Corporate Office, BESCOM, Bengaluru – 560 001** so as to reach within the due date and time notified for submission of bid through KPP portal i.e., **on or before 18.07.2025, 17:00 Hrs** in a sealed cover,

failing which the Technical bids submitted through KPP portal will not be opened.

Note:

a) The Bid Enquiry No. shall be clearly and legibly indicated in the Bank Guarantee.

b) The Bid Enquiry number shall be super scribed on the two tender documents system.

c) EMD shall have to be valid for **45 days beyond the validity of tender**.

14.5 Earnest money deposited by unsuccessful Bidders will be returned after the tender has been finalized.

14.6 EMD of successful Bidder will be refunded after fulfilment of security deposit clause.

14.7 The deposit towards EMD as above shall not carry any interest.

14.8 Permanent EMD will not be considered.

14.9 EMD so deposited will be liable for forfeiture:

a. If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form;

b. In case of a successful Bidder, if the Bidder fails to furnish the Security Deposit/Performance Guarantee.

c. In case of a successful Bidder, if the Bidder fails to deliver the materials/equipments;

d. If the Bidder does not accept the arithmetical correction of its Bid Price.

e. If MSME registered Bidder's desires to withdraw their bids within the bid validity period, then such Bidders will be backlisted at the discretion of BESCOM.

15.0 **E-payment modes for Tender Processing Fee & Earnest Money Deposit.**

The Bidders should pay the Earnest Money Deposit (EMD) & Tender Fee in the KPP portal using any of the following payment modes:

a) Credit Card
b) Direct Debit

c) National Electronic Fund Transfer (NEFT)
d) Over the Counter (OTC)

NOTE: - EMD payment at KPP portal is through bank gateway as indicated in the KPP portal.

For further clarification, contact KPP portal.

KPP Portal Help Desk: Phone No: +91-8046010000, +91-8068948777 E-mail: support@eprochelpdsk.com**.**

16.0 **PERIOD OF VALIDITY OF BIDS**

a. Bids shall remain valid for **180 Days** from the date of bid opening. A bid valid for a shorter period will be rejected as non-responsive.

b. In exceptional circumstances, owner may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (including email). A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

17.0 **FORMATS OF COMMERCIAL OFFER:**

The Commercial offers must not contradict the technical offer in any way.

18.0 **PRICES:**

a. The Prices are **variable as per the applicable IEEMA Circulars.**

b. Any variation in the quoted rates will not be allowed on any ground, such as a mistake while quoting in the KPP portal, misunderstanding etc., after the bid has been submitted. If the firm becomes lowest tenderer by virtue of such rates quoted, and does not agree to supply at the quoted rates, the E.M.D. of such firm will be forfeited and BESCOM reserves the right to blacklist the firm.

19.0 **COST AND CURRENCY:**

The Bidders shall quote their offer as prescribed in the **price bid** in Indian Rupees only including the following:

i. Cost of the equipment/material.

ii. Transportation and forwarding charges to the designated store in BESCOM jurisdiction.

iii. Insurance to cover material to cover up to Supply/installation at the BESCOM site and handing it over to the BESCOM.

iv. All taxes, Duties and levies as applicable and split up details shall be uploaded.

v. Bidders have to make their own arrangements for obtaining road permits wherever needed.

vi. Entry Tax and octroi must be mentioned separately if applicable.

20.0**TAXES AND DUTIES:**

The Bidders have to quote GST, F&I Charges and any other applicable Taxes prevailing as on date of bid opening and the same shall be clearly spelt out in the offer. **If no mention is made then prices quoted will be evaluated as all inclusive of taxes, duties and F&I charges**.

In the event of an order,

i. GST will be paid as indicated by the Bidder in the Price Bid.

ii. If there is any concession/reduction in the GST by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCOM.

iii. If there is any enhancement in the statutory taxes like GST, due to change in policies by the Central/State Government then such enhanced taxes will be payable by BESCOM.

iv. No claim for any increase towards statutory variation regarding enhancement of existing tax, GST or duty or introduction of a new tax or duty shall be entertained during the extended period of contract if the extension is required by causes attributable to the supplier. But, if there is any reduction during the extended period of contract, same shall be passed on to BESCOM.

D. SUBMISSION OF BIDS

21.0**FORMAT OF BID**

a. The **bids** shall be uploaded through **KPP portal only** on or before the last date and time for submission of the bid. Bids not submitted through **KPP Portal and non-payment of EMD** will be **treated as disqualified.**

b. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

c. All the documents in support of qualifying requirements shall be scanned and uploaded in the KPP portal. **Failure to furnish the documentary evidences electronically would result in outright rejection of their offers.**

d. The following Documents are to be sealed in a cover and sent to the **Chief General Manager (Elec), Procurement, 2nd Block, 2nd Floor, Corporate Office, K.R. Circle, Bangalore-560001**, so as to reach on or before the last date and time for submission of the bid through KPP Portal i.e. on or before 18.07.2025 17:00 hrs, indicated in the Notification / Section ITB.

1) Original Bank Guarantee towards EMD (if applicable)
2) All Original Self declaration to be submitted on stamp paper.

22.0 **DEADLINE FOR SUBMISSION OF BIDS**

a. Bids must be **uploaded in the KPP portal on or before due date for bid submission.**

b. Owner may, at its discretion, extend this deadline for the submission of bids in KPP Portal, in which case all rights and obligations of owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

23.0 **MODIFICATION AND WITHDRAWAL OF BIDS**

The Bidder may modify or withdraw its bid after the bid's submission prior to the deadline prescribed for submission of bids.

24.0 **LATE BIDS**

KPP portal automatically locks the tender after the last date and time of receipt of tenders as mentioned in the KPP portal.

E. BID OPENING AND EVALUATION

25.0 **OPENING OF BIDS**

Owner will open the technical bids submitted through KPP portal on the date notified.

26.0 CLARIFICATION OF BIDS

During evaluation of tender, owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

27.0 TECHNICAL EVALUATION OF BIDS:

The bids submitted in KPP Portal will be evaluated on the basis of techno-commercial information furnished by the Bidder. The bids which are submitted fulfilling the qualifying requirements of the tender will be treated as technically responsive and such firm's price bids will be opened after scrutiny of documents and verification of requisite EMD furnished by the Bidder.

28.0 PRELIMINARY EXAMINATION

a. BESCOM will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been uploaded, whether the documents are generally in order.

b. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail. If the Bidder does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

c. BESCOM may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

29.0 **OPENING OF PRICE BID:**

The price bids of all the technically responsive Bidders will be opened, as on the date and time intimated in KPP portal.

30.0 **EVALUATION/COMPARISON OF PRICE BIDS**

a. After opening the price bids, price evaluation will be done based on the rate quoted by the Bidders in the KPP portal. Such price shall include all the costs including duties, levies, taxes and transportation and loading and unloading if any.

b. As per the Finance Department, Govt. of Karnataka Notification No. FD 680 Exp-12/2022 dated 02.01.2025, the tender is subjected to Electronic Reverse Auction when there are three or more qualified bidders:

c. In the event of less than three qualified bidders and Tenderers quote the same L1 price for the tendered material/equipment then following procedure shall be followed for declaration of Successful L1 Tenderer.

- All the Bidders who have quoted the same L1 price for the tendered material shall be invited for price negotiation and after obtaining the negotiated rates, the Bidder who has offered the lowest negotiated price after price negotiation shall be declared as a Successful L1 Tenderer.
- Even after price negotiation, the negotiated price of two or more L1 Tenderers remain the same, the Tenderer having the highest Average Annual Turnover as per the turnover clause specified in Qualification Criteria shall be declared as the Successful L1 Tenderer.
- Decision of BESCOM will be final in this regard.

d. The purchase order will be placed on the successful Bidder, whose total quoted cost evaluated as least quoted among the technical responsive bidders in accordance with provisions of KTPP act & its amendments.

31.0 **CONTACTING THE OWNER**

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, owner and/or his

employees/representatives on matters related to the bids under consideration.

32.0**NEGOTIATIONS:**

It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting Bidder, whose offer is found to be fully technically compliant.

F. ISSUE OF PURCHASE ORDER

33.0**AWARD CRITERIA**

Chief General Manager (Ele.,), procurement will place the Purchase Order on the successful Bidder whose bid has been determined to be substantially techno commercially responsive and has been determined as the lowest evaluated bid, in accordance with provisions of KTPP act and its amendments at the approved rate, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. BESCOM shall be the sole judge in this regard.

34.0**RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:**

Owner reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to issue of purchase order, without thereby incurring any liability to the affected Bidder or Bidders.

35.0**NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:**

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

36.0**NOTIFICATION OF AWARD**

Prior to the expiration of the period of bid validity and extended validity period, if any, the Bidder will get information on KPP portal that its bid has been accepted.

37.0 **EFFECT AND JURISDICTION OR CONTRACT**

The laws applicable to the contract shall be the law in force in India. The Courts of Bengaluru in Karnataka State shall have exclusive jurisdiction in all matters arising under the contract.

38.0 **TERMINATION FOR DEFAULT**

BESCOM may without prejudice to any other remedy for breach of Contract by 14 days' written notice of default sent to the Supplier, terminate the Contract in whole or in part.

a) If the Supplier fails to deliver any or all of the goods/ items within the time period(s) specified in the Contract or any extension thereof granted by BESCOM.

b) If the Supplier fails to perform any other obligation(s) under the Contract.

39.0 **LOCATION OF SUPPLY:**

This Tender is being floated by the Corporate Office of BESCOM. The Rabbit Conductor being procured through this Tender shall be supplied by the Successful Bidder at the consignee stores furnished along with the Purchase Order/Dispatch Instruction. BESCOM reserves the right to make changes in the locations list given to the supplier.

40.0 **For any technical support regarding KPP portal please Contact KPPP help desk. Supports Timings: (9.00 am to 9.00 pm)**

Help Desk: 91-8046010000 +91-8068948777 09240214000 and 09240214001 Or E-mail: support@eprochelpdesk.com

Sd/-

Chief General Manager

(Ele.,)

Procurement, BESCOM

ANNEXURE-I

MANUFACTURERS' AUTHORIZATION FORM

To,

_____

Sir,

Enquiry No:

We who are established and reputable manufacturers of (***name and description of goods offered***) having factories at (***address of factory***) do hereby authorize M/s ____(***Name and address of Agent***) to submit a tender, and sign the contract with you for the goods manufactured by us against the above enquiry number.

No company or firm or individual other than M/s_____ are authorized to tender, and conclude the contract for the above goods manufactured by us, against this specific enquiry.

We hereby extend our full guarantee and warranty as per Clause 28 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this enquiry.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Tenderer in its tender.

ANNEXURE-II

Certificate for Liquid Assets
(To be furnished by concerned Bank on its letter head)

Reference Number :(Sl.No) /Place

Enq No:

Date:
To:
[Name & Address of the beneficiary]

This is to certify that M/s._____(name of the *Customer) having their registered/administrative office at_____ is a customer of our Bank and is engaged in_____ (nature of activity). Their financial transaction with our Bank has been satisfactory. Therefore, we have extended credit facilities as mentioned below to meet their financial requirement towards the execution of the_____ (brief details of works) as per the Loan Policy of the Bank:*

<table>
<tr><th>Sl. No</th><th>Type of facility</th><th>Amount in Rs
(As on Date of issue Certificate)</th></tr>
<tr><td>1.</td><td>Cash at Bank</td><td>Rs ……..</td></tr>
<tr><td>2.</td><td>Term Deposits</td><td>Rs …….</td></tr>
<tr><td>3.</td><td>Fund based Credit facility (includes Overdraft)</td><td>
<table>
<tr><td>Sanctioned limit</td><td>Utilized Amount</td><td>Available Balance Amount</td></tr>
<tr><td>Rs …….</td><td>Rs …….</td><td>Rs …….</td></tr>
</table>
</td></tr>
</table>

Date of the Certificate : _____

Note:- *The certificate of Liquid Assets should be as on 31.05.2025* or *at a later date before submission of the bid.*

Yours Faithfully,
BRANCH MANAGER

ANNNEXURE-III

SELF DECLARATION CERTIFICATE
(To be furnished on Notarised ₹ 500/- Stamp Paper)

To,
The Chief General Manager (Ele.,),
Procurement Section, 2nd Floor,
Corporate Office, BESCOM
K.R.Circle, Bengaluru – 560001

Sir,

Sub: Tender Enquiry No. _____for supply of Rabbit ACSR Conductor – Davanagere Circle.

We* hereby undertake to declare that (**Applicable in case of Bidders from Countries not sharing Border with India**)

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that .....(Bidder) is not from such a country which shares a land border with India. I hereby certify that our bid fulfils all requirements in this regard and is eligible to be considered.

OR

I*/We* hereby undertake to declare that (**Applicable in case of Bidders from Countries sharing Border with India**)

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;
I*/We* certify that .....(Bidder) is from such a country which shares a land border with India and has been registered with the Competent Authority. I hereby certify that our bid fulfils all requirements in this regard and is eligible to be considered and also evidence of valid registration issued by the Competent Authority is uploaded.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of issue of purchase order in terms of provisions of clause entitled "Issue of Purchase Order" Section ITB, conditions of contract in the bid documents.

Date: **(Bidder Signature along with seal and Address)**